contract is illegal. The corrupt agreement with the agent would seem to be merely collateral to the main contract, and not so closely connected with it as to render it illegal. *City of Findlay* v. *Pertz*, 66 Fed. 427. The better view would hold the contract valid but voidable at the option of the defendant, as in cases of fraud. The defendant may then rescind the contract, return the goods and sue in tort for any damages he has suffered. *Young* v. *Hughes*, 32 N. J. Eq. 372. Or he may affirm the contract and claim the bonus, from the agent if it has been paid over to him; if not, from the plaintiff. *Grant* v. *The Gold, etc., Syndicate*, [1900] 1 Q. B. 233. To allow the defendant to keep the goods and to pay nothing for them seems erroneous.

INJUNCTIONS — NATURE AND SCOPE OF REMEDY — STREET RAILWAY ENJOINED FROM DECREASING ITS SERVICE. — The defendant railway threatened to decrease the number of cars on one of its lines from one every ten minutes to one every twenty minutes. The attorney-general applied for a decree enjoining it from running a smaller number of cars than at present. The lower court granted a permanent injunction. *Held*, that the injunction is proper. *Territory of Hawaii* v. *Honolulu Rapid Transit & Land Co.*, Sup. Ct. of Hawaii, Jan. 20, 1908.

It may be taken as an elementary principle that equity should not intervene except in the absence of an adequate remedy at law. It would seem that the court should be especially careful in a case like this because of the hesitation which is usually felt over granting a mandatory injunction. See 12 HARV. L. REV. 95. Further, it is submitted that there is an adequate remedy by *mandamus*. The facts in this case appeared to the court to show clearly that it was the statutory duty of the railroad to maintain the more frequent service. It is no objection that the statute does not order a specific number of cars, so long as the duty is clear and the railway fails to perform it. *Mandamus* has been frequently granted in analogous cases. *Indiana* v. *L. E. & W. Ry.*, 83 Fed. 284; *People* v. *Troy & Boston Ry.*, 37 How. Pr. (N. Y.) 427. Since the duty is owed to the public, suit may properly be brought by the attorney-general in their behalf. *Florida* v. *Johnson*, 30 Fla. 433. It would seem, therefore, that this is not a proper case for an injunction, negative in form but mandatory in substance.

INSURANCE — DEFENSES OF INSURER — EXECUTION OF INSURED FOR CRIME. — A insured his life with the defendant company under a policy which contained no provision against death at the hands of justice. He committed a murder, and was convicted and executed therefor. His executor sought to recover on the policy. *Held*, that he can recover. *Collins* v. *Metropolitan Life Ins. Co.*, 83 N. E. 542 (Ill.). See NOTES, p. 530.

INTERSTATE COMMERCE — ELKINS ACT — RECEIVING ILLEGAL CONCESSIONS FROM PUBLISHED RATES A CONTINUING CRIME. — The defendant carrier's contract with the defendant shipper called for transportation at rates which necessitated concessions, owing to a subsequent change in the published rates. The concessions were obtained and the goods delivered to the carrier in Kansas. The prosecution was instituted in a district of Missouri through which the goods were transported. *Held*, that the concessions so granted were a violation of the Elkins Act, and that the court has jurisdiction, since receiving such concessions is a continuing act. *Armour Packing Co.* v. *United States*, 209 U. S. 56.

For a discussion of this case in the lower court, see 21 HARV. L. REV. 135.

LIMITATION OF ACTIONS — ACCRUAL OF ACTION — ACTION BY OWNER OF FUTURE INTEREST IN PERSONALTY. — The defendant bank assisted the owner of a life interest in several of its shares to sell the shares outright. *Held*, that the statute of limitations began to run against the owner of the future interest from the date of the sale. *Yeager* v. *Bank of Kentucky*, 106 S. W. 806 (Ky.).

A mere trespasser on land cannot be sued by the remainderman and conse-

quently cannot acquire a prescriptive title to the remainder. *Jeffries* v. *Butler*, 108 Ky. 531. But against any one causing actual damage to an expectant estate an action lies, and if suit is not brought within the statutory period, a prescriptive right may be acquired. See *Metropolitan Ass'n* v. *Petch*, 5 C. B. (N. S.) 504; *Heilborn* v. *Water Ditch Co.*, 75 Cal. 117. If the property is personalty, the statutory period does not begin to run against a future interest in favor of a stranger in possession until the termination of the life interest, since until that time the owner of the future interest has no cause of action. *Clarkson* v. *Booth*, 17 Grat. (Va.) 490. In the present case, the action not being against an adverse possessor but against one who aided in the conversion of the entire property, the period of limitation is properly computed from the date of the act. It is impossible to select as the starting-point the termination of the life interest, because the conversion is an immediate wrong to the owner of the future interest. If the defendant is to be liable at all, the right of action must accrue at the time of the sale.

LIMITATION OF ACTIONS — NATURE AND CONSTRUCTION OF STATUTE — APPLICATION TO REVERSIONER OF STATUTE BARRING ACTION FOR PROPERTY SOLD BY ADMINISTRATOR. — The defendant went into possession of land under a conveyance of the dower interest of the deceased's widow. Later he bought in the reversion at a void administrator's sale. A statute provided that all actions for the recovery of property bought at an administrator's sale should be barred one year after the sale. *Held*, that the reversioner is barred one year after the death of the widow. *Jordan* v. *Bobbitt*, 45 So. 311 (Miss.).

Ordinarily a statute of limitations begins to run not from the time the acts complained of occurred, but from the time a cause of action became vested; for the wording of the statute usually necessitates such construction. *Andrews* v. *Hartford, etc., Co.*, 34 Conn. 57. In the present case the statute, by express provisions, is to run from the date of sale, and such statutes are usually strictly construed. *Jones* v. *Billstein*, 28 Wis. 221. But, as the court admits, it would be unreasonable to bar the plaintiff before his cause of action arose, and indeed such a construction would render the statute unconstitutional. See *Price* v. *Hopkin*, 13 Mich. 318. It would seem that inasmuch as the statute runs from the date of the sale, it was enacted to cut off within one year all causes of action then existing. But, since it cannot cut off the plaintiff's right at that time, it is a strained construction to make it run against him from the death of the life tenant. It would therefore seem that the general statute of limitations should apply. *Kessinger* v. *Wilson*, 53 Ark. 400.

MUNICIPAL CORPORATIONS — LIABILITY FOR TORTS — PERMITTING FIREWORKS IN STREET. — The defendant city issued a permit to a political club to give an exhibition of fireworks in the streets. At such an exhibition on a wide street, a mortar used for throwing bombs accidentally exploded, injuring the plaintiff, a voluntary spectator. *Held*, that the verdict and judgment for the defendant are affirmed, since the facts do not show a nuisance as a matter of law. *Melker* v. *City of New York*, 190 N. Y. 481.

This case confines an earlier New York decision, which held that the discharge of fireworks in the streets of a large city constituted a nuisance as a matter of law, to its particular facts. See *Speir* v. *City of Brooklyn*, 139 N. Y. 6. The present case is clearly right in holding that whether a given act is a nuisance depends upon all the circumstances under which the act is committed. The court, however, assumes, and it seems to be law in New York, that if this exhibition was a nuisance the defendant would necessarily be liable to any one who was hurt by it. *Landau* v. *City of New York*, 180 N. Y. 48. The only ground upon which the defendant can be held liable in this case is that it neglected its duty to use due care to keep its streets reasonably free from obstructions and nuisances. But in order to recover for negligence, the plaintiff must show that there was a duty owing to him. *O'Donnell* v. *Providence & Worcester Ry.*, 6 R. I. 211. It is at least doubtful if a city owes such a duty to persons who are present merely as spectators of the alleged nuisance and not